



Order Filed on July 1, 2020
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

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Formed in the State of Florida

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Attorney for Creditor

In re:

Judith L Watty-Jones,

Debtor.

Chapter: 13

Case No.: 19-22135-JNP

Hearing Date: June 30, 2020

Judge: Jerrold N. Poslusny, Jr.

**CONSENT ORDER RESOLVING MOTION
TO VACATE AUTOMATIC STAY AND CO-DEBTOR STAY**

The relief set forth on the following pages is hereby **ORDERED**.

DATED: July 1, 2020

A handwritten signature in dark ink, appearing to read "Jerrold N. Poslusny, Jr.", is written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

Debtor: Judith L Watty-Jones
Case No.: 19-22135-JNP
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE
AUTOMATIC STAY AND CO-DEBTOR STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate the Automatic Stay and Co-Debtor Stay (“Motion”) filed by Specialized Loan Servicing LLC as servicing agent for HSBC Bank USA, National Association as Trustee for GSMPS Mortgage Loan Trust 2005-RP1 (“Creditor”), and whereas as of June 29, 2020, the total post-petition arrearage due on the underlying loan secured by a mortgage on the property located at 230 10 Hillcrest Drive, Hopewell, New Jersey 08302 (“Property”) was **\$3,879.00** and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) and co-debtor stay provided under 11 U.S.C. §1301 shall remain in effect as to Movant’s interest in the Property provided that the Debtor complies with the following:

- a. On or before, July 1, 2020 and continuing on the first day of each subsequent month, the Debtor shall cure the entire post-petition arrearage by tendering directly to Creditor six monthly payments in the amount of \$646.50 each and continuing thereon as each payment becomes due;
- b. The Debtor shall resume making the regular contractual monthly payments directly to Creditor as each becomes due, beginning with the July 1, 2020 payment and continuing thereon per the terms of the underlying loan; and
- c. Remain current on all post-petition payment obligations, as well as all payments being paid through the Chapter 13 Plan.

2. All payments due hereunder shall be sent directly to Creditor at the following address: **Specialized Loan Servicing LLC, P.O. Box 636007, Littleton Colorado, 80163.**

3. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above Paragraph and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

4. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Movant to exercise any rights under the loan documents with respect to the Property.

5. Movant is awarded reimbursement of attorney fees and costs in the amount of \$350.00 and \$181.00, respectfully to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:

/s/ Moshe Rothenberg
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